

R E M A R K S

- Claims **39-74** are currently pending;
- Claims **39-74** stand rejected;
- Claims **39, 56, 58, 60, 62 and 64** are amended;
- No new matter has been added;
- Claims **39-74** are in condition for allowance.

1. Claim Objections

The Examiner objected to claims **56, 60 and 64** as the result of an informality, specifically, “direction” should read “directing”. The Examiner required appropriate correction. Claims **56, 60 and 64** are so corrected by amendment herein and are in condition for allowance.

2. Claim Rejections – 35 U.S.C. §102

The Examiner rejected claims **39-42, 56-62 and 64-65** under 35 U.S.C. 102(b) as being allegedly anticipated by Lucero (5457306)(hereinafter, “Lucero”).

With respect to claim **39**, the Examiner asserted that Lucero discloses “... receiving, at a gaming device, a loan request including a loan amount (4:24-25, 5:16-17), sending an indication of the loan request to at least one casino employee (4:37), and enabling a cash-out mechanism of the gaming device based upon an approval of the loan request (5:17-20, 6:50-53, 7:12-17)” (Office Action, pages 2- 3).

Applicants note that claim **39** is amended herein to more clearly recite *enabling a cash-out mechanism of the gaming device based on an approval of the loan request **by the at least one casino employee.***

As a result, Applicants assert that Lucero does not teach the following element of claim **39**:

- *enabling a cash-out mechanism of the gaming device based on an approval of the loan request by the at least one casino employee.*

Specifically, Lucero teaches, at the Examiner's citation to col. 5, lines 17-20, "when the **remote institution** has approved the credit, the machine indicates the amount of credit obtained and allows the player to continue to play the machine with the credit that was so obtained." Elsewhere, at col. 6, lines 47-53, Lucero states "... and the **financial institution at a remote distance from the machine** approves or denies the credit which is indicated on the display on the machine itself. When the credit is obtained, the machine allows the player to use that credit in playing the machine without the player having to leave the machine to obtain the credit." Lastly, at col. 7, lines 8-17, Lucero states that "The determination may be made through another **communication with the card issuer**, or it can be made on the basis of some other criterion, such as whether the requested amount conforms to a selected threshold. Upon approval of the requested credit, or of some other amount of playing credit, the gaming machine at step 96 displays to the player the amount of granted playing credit available for play or pay-out at that gaming machine, and at step 98 enables the gaming machine to use said playing credit for plays." (emphasis added).

As is evident, Lucero teaches the provision of credit from a financial institution, specifically, a financial institution remote from a casino. The credit is extended via communication with a credit card issuer acting as the remote financial institution. It is further clear that an approval of credit by an institution remote from a casino, as taught by Lucero, is not an approval by a casino employee.

It is therefore clear that Lucero does not teach or otherwise suggest *enabling a cash-out mechanism of the gaming device based on an approval of the loan request by the at least one casino employee* as recited in claim **39**. For this reason alone, claim **39** is in condition for allowance. As claims **40-42** depend upon claim **39** and recite all of the limitations and elements of claim **39**, they are likewise in condition for allowance. As claims **56 and 57** recite language similar to that of claim **39**, for the reasons discussed above, claims **56 and 57** are likewise in condition for allowance.

Claim **58** is amended herein to more clearly recite that the approval of the loan request is *from at least one casino employee*. For the reasons discussed above with reference to claim **39**, claim **58** is in condition for allowance. As claim **59** depends upon claim **58** and recites all of the limitations and elements of claim **58**, claim **59** is likewise in condition for allowance. As claims **60 and 61** recite language similar to that of claim **58**, for the reasons discussed above, claims **60 and 61** are likewise in condition for allowance.

Claim **62** is amended herein to more clearly recite *approving the loan amount wherein the approval is performed by at least one casino employee*. For the reasons discussed above with reference to claim **39**, claim **62** is in condition for allowance. As claims **64 and 65** recite language similar to that of claim **62**, for the reasons discussed above, claims **64 and 65** are likewise in condition for allowance.

3. Claim Rejections – 35 U.S.C. §103

The Examiner rejected claims **43-46** are rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Lucero in view of Bruner (4799683) (hereinafter, “Bruner”).

The Examiner allows that Lucero does not teach “receipt of approval from casino employee as claimed” (Office Action, page 5). The Examiner continues by asserting that “Bruner discloses ... wherein receiving an approval of the loan request comprises receiving, from the at least one casino employee, an approval of the loan request (4:11-20, 5:67-6:4, ref. 43, 45)”. (Office Action, page 5).

Applicants note that is well established, as stated at MPEP §2143.01(V), that “If proposed modification would render the prior art invention being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984)”.

Applicants note that Bruner does teach, at 4:11-20 that a casino hotel can extend credit to a player. However, Lucero is entirely directed to the provision of credit to a player via a credit card issuer in the form of a financial institution remote from the casino. As such, in Lucero, the entity extending credit is a specialized financial entity primarily devoted to assessing credit risk whose role in the scheme of Lucero operates to relieve a casino of any involvement in determining whether or not to extend credit to a player. As a result, the combination of art that teaches thrusting the role of extending credit to a player onto the shoulders of a casino or casino employee would most assuredly render the teachings of Lucero unsatisfactory for its intended purpose. As a result, the

combination of the teachings of Lucero and Bruner is wholly improper and impermissible.

As it is evident that Lucero fails to teach or otherwise suggest *receiving, from the at least one casino employee, an approval of the loan request*, as even the Examiner allows, claim **43** is in condition for allowance. In fact, as all of claims **44-46** depend upon claim **39** and recite all of the limitations and elements of claim **39**, they are likewise in condition for allowance.

The Examiner rejected claims **47-55, 63 and 66-74** as being allegedly unpatentable over Lucero or over Lucero in view of Applicant's alleged admissions about prior art and either Burns (6048269) (hereinafter, "Burns") or Bruner.

Applicants note that, as all of claims **47-55** depend upon claim **39** and recite all of the limitations and elements of claim **39**, they are likewise in condition for allowance. Applicants further note that a combination of the teachings of Lucero with that of Burns, such a combination neither suggested nor deemed appropriate, fails to cure the deficiencies in the teachings of Lucero as discussed above with reference to claim **39**. Similarly, as claim **63** depends upon claim **62** and recites all of the limitations and elements of claim **62**, claim **63** is likewise in condition for allowance.

With respect to claim **66**, Applicants respectfully assert that the Examiner is incorrect when stating that "Applicants admit that it would be apparent to one skilled in the art for the processor to perform loan approval processing such as including checking whether the player [who made the loan request] is a registered hotel guest (substitute specification clean version page 35, lines 7-11 ... thereby teaching/suggesting to an artisan at a time prior to the invention that the loan approval processing can include a verification that a player associated

with the loan request is a current guest of a hotel associated with the gaming device ...”. (Office Action, page 7).

In fact, at the Examiner’s citation, the specification clearly states that “The data storage device 210 contains a program 211 for execution by the processor 201 to operate in accordance with the present invention, and particularly in accordance with the methods described herein. For example, the processor 201 may perform the proper loan approval steps, such as checking whether the player is a registered casino hotel guest as would be apparent to those skilled in the art.”

As is clear, the specification merely allows that individual steps of the wholly novel and non-obvious method of the invention, which comprises a plurality of steps, may be performed by a processor and, more specifically, that it would be apparent to one skilled in the art that some of such component steps could be performed by a processor. However, it is nowhere asserted that the knowledge that a processor can be used to check whether a player is a registered casino hotel guest would have suggested to one of skilled in the art at the time of the invention to approve a loan request *based on a verification that a player associated with the loan request is a current guest of a hotel associated with the gaming device* as recited in claim **66**. For this reason alone, claim **66** is in condition for allowance. As all of claims **67-74** depend upon claim **66** and incorporate all of the elements and limitations of claim **66**, they are likewise in condition for allowance.

C O N C L U S I O N

For the foregoing reasons it is submitted that all of claims **39-74** are now in condition for allowance and the Examiner's early re-examination and reconsideration are respectfully requested.

Alternatively, if there remains any question regarding the present application or any of the cited references, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is cordially requested to contact Jeffrey Ambroziak at telephone number (203) 461-7317 or via electronic mail at jambroziak@walkerdigital.com.

Applicants herewith file a petition for a two-month extension of time and the appropriate fee. If any additional fee should be necessary for the present Application at this time (or any time during the prosecution of the present Application), please charge any such required fee to our Deposit Account No. 50-0271. Please credit any overpayment to Deposit Account No. 50-0271. Further, if a petition for any extension of time should be required, please grant such petition as appropriate.

Respectfully submitted,

November 18, 2008

/Jeffrey R. Ambroziak, Reg. No. 47,387/

Date

Jeffrey R. Ambroziak
Attorney for Applicants
Registration No. 47,387
jambroziak@walkerdigital.com
(203) 461-7317/ voice
(203) 461-7318/fax